

DOUGLAS COUNTY, NV

2017-895299

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03/01/2017 10:41 AM

PREMIER AMERICAN TITLE

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 17-40031-WF-NV
Title Order No. : 61700119

APN: 1022-19-001-002

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 10/10/2006, executed by John W. Eubanks and Jane K. Eubanks, husband and wife as joint tenants, as Trustor, to secure certain obligations in favor of Wells Fargo Bank, N.A. as beneficiary recorded 10/16/2006 as Instrument No. 0686458 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$365,000.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of :

The installments of principal and interest which became due on 09/01/2016 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Wells Fargo Bank, N.A.
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: 800-678-7986

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at:
<http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

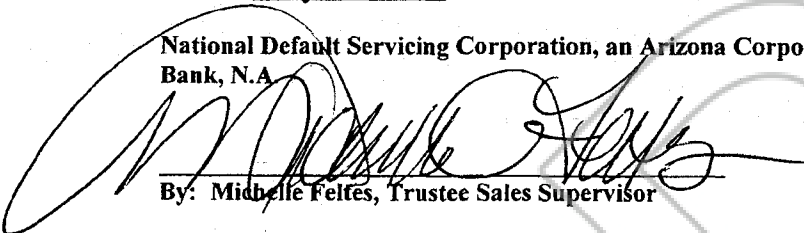
The Property Address: 3232 Highland Way , Gardnerville NV 89410

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: 2-28, 2017

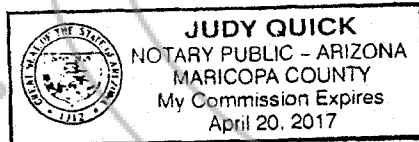
National Default Servicing Corporation, an Arizona Corporation, As Trustee for Wells Fargo Bank, N.A.


By: Michelle Feltes, Trustee Sales Supervisor

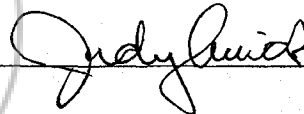
State of: Arizona
County of: Maricopa

On 2-28, 2017, before me, the undersigned, a Notary Public for said State, personally appeared **Michelle Feltes**, personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature



This is an attempt to collect a debt and any information obtained will be used for that purpose.

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

| | | |
|---|--|---|
| Borrower(s): John W. Eubanks and Jane K. Eubanks | | Trustee Name and Address: National Default Servicing Corporation 7720 N. 16th Street, Suite 300 Phoenix AZ 85020 |
| Property Address: 3232 Highland Way Gardnerville NV 89410 | | Deed of Trust Document Instrument No. 0686458 |

STATE OF North Carolina)
) ss:
 COUNTY OF Wake)

The affiant, Howard Randolph Straughan, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am a Vice President Loan Documentation with Wells Fargo Bank, N.A. (hereinafter "Wells Fargo"), current beneficiary of the subject Deed of Trust.

2. In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. Unless otherwise noted, in connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by examining these business records.

3. The full name and business address of the current trustee or the current trustee's representative or assignee is:

| | |
|--|--|
| Full Name | Street, City, State, Zip |
| National Default Servicing Corporation | 7720 N. 16 th Street, Suite 300, Phoenix, AZ 85020 |

4. The full name and business address of the current holder of the Note secured by the Deed of Trust is:

| | |
|------------------------|--|
| Full Name | Street, City, State, Zip |
| Wells Fargo Bank, N.A. | 3476 Stateview Blvd., Fort Mill, SC 29715 |

5. The full name and business address of the current beneficiary of record of the Deed of Trust is:

| | |
|---------------------------|--|
| Full Name ("Beneficiary") | Street, City, State, Zip |
| Wells Fargo Bank, N.A. | 3476 Stateview Blvd., Fort Mill, SC 29715 |

6. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

| | |
|-----------------------|--|
| Full Name | Street, City, State, Zip |
| Wells Fargo Bank N.A. | 3476 Stateview Blvd., Fort Mill, SC 29715 |

7. Beneficiary, directly or through an agent, has possession of the Promissory Note.

8. Upon information and belief, the beneficiary, the trustee, the servicer of the obligation or debt secured by the Deed of Trust and/or an attorney representing the beneficiary, the trustee, or the servicer of the obligation or debt secured by the Deed of Trust, the trustee and/or attorney, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

9. The borrower or obligor may utilize the following toll-free telephone number to inquire about the most current amounts due and receive a recitation of the information contained in this Affidavit: 1-866-605-0829.

10. Pursuant to my review of the relevant business records and/or the records of the county recorder where the subject real property is located and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

| Recorded Date | Recording Number | Name of Assignor | Name of Assignee |
|---------------|------------------|---|---------------------------------------|
| 06/27/2016 | 2016-883430 | Wells Fargo Bank, N.A. | Federal National Mortgage Association |
| 02/02/2017 | 2017-894096 | Federal National Mortgage Association, by Wells Fargo Bank, N.A., as their Attorney-in-Fact | Wells Fargo Bank N.A. |

Handwritten signature

Name: Howard Randolph Straughan
 Title: Vice President Loan Documentation
 Company: Wells Fargo Bank, N.A.
 Date: 02/23/2017

State of North Carolina
 County of Wake

The Foregoing instrument was sworn to and subscribed before me this 23rd day of February, 2017 by Howard Randolph Straughan, who is personally known to me.

Handwritten signature of Crystal D. Fore
 Crystal D. Fore, Notary of Wake

Notary Public, State of North Carolina
 My commission expires: 02-09-2019

**Crystal D Fore
 NOTARY PUBLIC
 Wake County, NC
 My Commission Expires 2-9-19**

NEVADA DECLARATION OF COMPLIANCE

NV SB 321 (2013) Sec. 11

Borrower(s): JOHN W EUBANKS

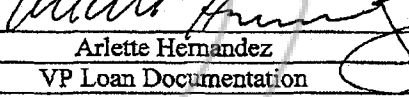
Property Address: 3232 HIGHLAND WAY
GARDNERVILLE NV 89410

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and to explore options for the borrower to avoid foreclosure as required by SB 321 (2013) Sec. 11(2).
2. The mortgage servicer has tried with due diligence to contact the borrower as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence.
 - a. The mortgage servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
 - c. The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. Pursuant to SB 321 (2013) Sec. 7 because the property is not "owner-occupied" real property (as defined in N.R.S. § 107.086).
 - e. The default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Wells Fargo Bank, N.A.

By: 
Name: Arlette Hernandez
Title: VP Loan Documentation
Date: 12/5/2016